

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between the MTA Bus Company (hereinafter referred to as "MTA Bus" or the "Company") and the Transport Workers Union, Local 106, TSO MTA Bus Unit (hereinafter referred to as "TSO" or the "Union").

It is mutually agreed that the collective bargaining agreement between the Company and the Union shall be amended as follows¹:

1. TERM:

This agreement shall continue in effect from January 1, 2021 to December 31, 2024.

2. GENERAL WAGE INCREASES:

The wage rates for employees represented by the Union shall be increased as follows²:

Effective Date(s):	Increase:
January 1, 2021	2.00%
January 1, 2022	2.25%
January 1, 2023	2.50%
January 1, 2024	2.75%

3. SALARY ADJUSTMENTS:

Effective upon full and final ratification, the rates of pay for all titles in the bargaining shall be adjusted to equal the rates of pay for like titles in MaBSTOA, including wage progression rates, except as provided below.

With the exception of employees in the title of Revenue Equipment Supervisor, incumbent employees who are currently still in the wage progression shall continue to receive the same wage progression rates based on the current top rates of pay for MTA Bus, not including the new salary adjustment. Upon reaching the top step in the wage progression, the employee will then receive the new adjusted top rate of pay.

Example: The current top rate of pay for Dispatcher is \$90,269. This top rate of pay for Dispatcher, not including the new salary adjustment, will continue to be increased by future general wage increases, and incumbent employees that are below top rate will continue in the current wage progression based on this top rate of pay, until such time they reach top step. Upon reaching top step, they will receive the new adjusted top rate of pay. Once all incumbent employees reach top rate, this progression schedule will be eliminated.

The rates of pay are attached as Appendix C.

Incumbent employees in the title of Revenue Equipment Supervisor shall receive the rates of pay for MaBSTOA, including wage progression rates, effective upon full and final ratification.

¹ This agreement is subject to ratification by the membership of the Union, in addition to approval by the MTA Board.

² Full retroactive pay shall be paid for all time periods listed above.



4. PRODUCTIVITY PACKAGE:

Included as Appendix A are the parties' agreements regarding improving operating productivity and efficiency.

5. LINE OF DUTY/ACTIVE SERVICE DEATH BENEFIT:

- A. The Active Service Death Benefit shall be increased to \$50,000.
- B. The Line of Duty Death Benefit shall be increased to \$500,000.

6. HEALTH & WELFARE BENEFITS:

- A. New promotees after full and final ratification will participate in the hourly health plan for the duration of their careers and in retirement.
- B. Incumbent supervisors who are already in NYSHIP at the time of full and final ratification will be grandfathered and will continue to receive NYSHIP. However, for open enrollment for the 2024 plan year, incumbents will have a one-time option to leave NYSHIP and enroll in the hourly health plan. Such election shall be permanent.
- C. Incumbent supervisors who are currently in the hourly health plan and are within the ten (10) year waiting period to opt to receive benefits under NYSHIP or remain in the hourly health plan will be grandfathered and will still have the opportunity to opt to receive benefits under NYSHIP. In lieu of completing the ten (10) year waiting period, such employees will have a one-time option to select NYSHIP or remain in the hourly health plan for open enrollment for the 2024 plan year. Such selection shall be permanent.
- D. Employee contribution levels are currently based on plan selection and will remain unchanged.
- E. The high option for the hourly health plan will be eliminated effective with the 2024 plan year.
- F. Lifetime surviving spouse coverage will continue to be in effect for both NYSHIP and the hourly health plans.
- G. In the event TWU Local 100 and the Authority negotiate amendments to the hourly health plan, such changes will no longer apply automatically to supervisory employees, and such changes shall be subject to bargaining between the parties.

7. MATERNITY/PATERNITY LEAVE:

In addition to any and all other leave entitlements, including, without limitation, FMLA and/or sick/vacation leave, employees shall, upon the birth of a child, be entitled to two (2) weeks of fully paid Maternity/Paternity Leave, which shall be utilized prior to utilizing any other paid leave benefits.

8. COMMUTATION PASS:

Employees will be entitled to use the EPIC Pass on MTA/New York City Transit subways and TA/OA local buses and on SIRTOA.

9. DEATH IN FAMILY LEAVE:

Article 40 of the Collective Bargaining Agreement shall be amended to include grandchild within the definition of "Immediate Family."

10. GRIEVANCE PROCEDURE:

The grievance procedure shall be amended to provide that an employee or his/her representative shall be permitted to file a grievance within thirty (30) days from the time the grievance arose.

11. MISCELLANEOUS PROVISIONS:

Attached as Appendix B are additional miscellaneous provisions agreed to by the parties.

12. ADDITIONAL FUNDING:

The Union understands that this Agreement includes a funding shortfall in the amount of \$123,500 in annual recurring savings. As part of the phasing out of NYSHIP in Paragraph 6 of this Agreement, supervisors who are currently in NYSHIP and supervisors that are currently in the hourly health plan and are within the ten (10) year waiting period to elect to receive benefits under NYSHIP or remain in the hourly plan at the time of full and final ratification will be grandfathered. However, for open enrollment for the 2024 plan year, such incumbents will have a one-time option to forego NYSHIP and enroll in the hourly health plan. Since the Authority cannot predict the number of grandfathered employees who will elect to forego NYSHIP for the hourly health plan, the parties have agreed to calculate the savings based on the actual results of the open enrollment for the 2024 plan year. Such savings will be applied to the \$123,500 funding shortfall. If sufficient savings are not achieved, the balance of the funding shortfall will be carried into and accounted for in the next round bargaining. If actual savings exceed the funding shortfall, the Union will receive a credit for the additional savings in the next round of bargaining.

13. Unless otherwise specified, the effective date for all provisions contained herein shall be the ratification date by the MTA Board.

14. CONTINUATION OF TERMS

Except as otherwise expressly provided herein or modified by this Agreement, all provisions, Stipulations and Side Letters attached to the previous Collective Bargaining Agreements, as amended, shall continue in effect.




IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, WHETHER BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 30th day of August, 2023.

FOR: NYCT



Richard Davey, President 9/5/23
Date


Anita L. Miller 9/1/23
Date
Chief Employee and Labor Relations Officer


David Franceschini, Deputy Chief 8/30/2023
Date
Collective Bargaining


Aliaa Abdelrahman, Deputy Chief 9/1/2023
Date
NYCT Labor Relations

FOR: TWU Local 106


Philip Valenti, President 8/30/23
Date


Roderick Bailey 8/30/23
Date
Transportation Chair


Patrick Brennan 8-30-23
Date
Maintenance Chair

APPENDIX A PRODUCTIVITY

1. Road Control Dispatcher Duties:

All Dispatchers represented by the Union will supervise any and all runs assigned to their picked location whether or not the runs emanate from a Bronx, Manhattan, Queens, Brooklyn, or Staten Island depot or adjacent counties, including those runs emanating from any MTA Bus or New York City Transit Authority bus facility.

Long Island Railroad and Metro-North Railroad shuttle work, as well as other special events or unscheduled work in the divisions where dispatchers are represented by the Union, will continue to be supervised by bargaining unit Dispatchers on the same basis as it is today.

Should the Union believe that any position or location affected by this provision is unfairly impacted by the addition of work emanating from any other division or adjacent county, including NYCTA, the parties agree to an expedited arbitration within thirty (30) days.

The purpose of this provision is not to eliminate bargaining unit work artificially or otherwise.

2. MTA Bus Cross Utilization:

Upon ratification the parties have agreed to the commingling of work and cross-utilization of personnel within the TWU, Local 106 MTA Bus Unit as follows:

- A. The Company and the union agree that the below mentioned positions shall be referred to as Cross Utilization positions: extra list, as assigned and vacation relief (when not assigned to cover weekly vacations).
- B. Transportation and Maintenance Department Employees will continue to pick an extra list, as assigned or vacation relief position in their depot/work location or road control. Employees will first be utilized (in seniority order) to cover the vacancies/absences management is seeking to fill in their picked location. Employees not utilized in their picked location, will then be available for assignment (in seniority order) within their Borough to cover vacancies/ absences being filled by management. Employees not utilized within their Borough will then be available for assignment to another MTA Bus Depot or Road position in the following manner:
 - An integrated master list of all MTA Bus bargaining unit employees picking extra list, as assigned and vacation relief positions will be established by the TSO. Seniority at the beginning of each yearly pick shall be modified throughout as needed.
 - To the extent that the master list is not exhausted (i.e., employees on the list who have not been assigned), the employees can be assigned in inverse seniority order to another MTA Bus Depot or Road position based upon the needs of service. However, if an employee is being sent to another MTA Bus Depot or Road position, the extra list, as assigned and vacation relief positions in that depot or Road must be exhausted first.



- Employees picking an extra list, as assigned or vacation relief position can have different reporting locations based upon the above stated criteria for cross utilization. Supervisors in the six depots of Transportation and eight depots/work locations of Maintenance will perform any in-title supervisory work which is located at their picked or assigned work location.
- The parties agree to establish an extra list in the Maintenance Department. The extra list will be administered in the same manner as currently administered in Transportation. The parties agree the number of extra list positions will be approximately 10% of the number of bargaining unit positions in a depot or other maintenance facility.

3. Zerega Training Center:

TSO 19A Dispatchers when working at the Zerega Training Center will supervise all MTA Bus, MaBSTOA and Queens Division Bus Operators.

- MTA Bus 19A Dispatchers that are working at Zerega may now be assigned to supervise 19A work of the MaBSTOA and Queens Bus Operators for the day.
- Each MTA Bus 19A Dispatcher that picks a 19A trick will be limited to picking up to a maximum of two (2) AM extra pieces a week.
- MTA Bus 19A Dispatchers may pick more than two (2) extras pieces per week provided the additional extra pieces are in the PM with a start time of 3:30 PM or later.
- At each pick, the Union will ensure that there will be no more than three (3) 19A Dispatchers picking an AM extra piece each day. Extra pieces that start at 3:30 PM or later will not count toward the daily limit.

4. OMNY Fare Collection:

In order to decrease boarding times for customers at terminal points or other locations where there are heavy customer boarding loads, where feasible, Road Dispatchers may assist in fare collection by using their Company issued tablets or equivalent technology to supplement on-board bus fare collection.

**APPENDIX B
MISCELLANEOUS PROVISIONS**

1. OTO/AVA Annual Cash-Out with Deferral Option:

Once per year, payable on the first pay date in December, employees will be eligible to cash-out OTO and/or AVA days with the ability to roll all or part into Deferred Compensation Plan(s). Such election shall be made on a form provided by the Authority.

Employees will also continue to be eligible to cash-out AVA days and OTO time throughout the year on the same basis as is currently in effect.

2. OTO

The OTO pilot program set forth in Appendix B of the May 28, 2021 MOU shall be permanent.

3. Discipline Labor/Management Committee:

The parties agree to establish a Labor/Management committee to discuss issues related to the disciplinary procedure, including the application of progressive discipline with regard to attendance and operational/performance violations.

4. CDL \$100 MEDICAL REIMBURSEMENT (Department of Buses)

Effective upon full and final ratification, employees who have out-of-state CDL licenses will receive reimbursement (up to a maximum of \$100) for CDL related examinations.

5. SINGLE DAY QUOTA - BIRTHDAY HOLIDAY (Department of Buses)

In all locations where there is an AVA quota, the Single Day Daily Quota will exclude employees who take their birthdays off, except in the following instances:

1. If there is more than one employee at a work location in the same title with the same birthday, only one employee will be granted their birthday off in accordance with seniority.
2. If the budgeted vacancy rate at a work location is 20% or greater for the employee's title. Vacancy shall be defined as a position that has not been filled for 30 consecutive days.



Appendix C
MTA Bus Wage Progression Effective Upon Ratification

New Promotees and New Hires: Dispatcher, Bus Maintenance Supervisor, Supervisor Storeroom Operations	New Promotees and New Hires: Facilities Supervisor	New Promotees, New Hires and Incumbent Supervisors: Revenue Equipment Supervisor
1 st year	1 st year	1 st year
80%	84%	85%
2 nd year	2 nd year	2 nd year
82%	84%	85%
3 rd year	3 rd year	3 rd year
84%	84%	85%
4 th year	4 th year	4 th year
86%	86%	88%
5 th year	5 th year	5 th year
88%	88%	90%
Upon completion of 5 th year	Upon completion of 5 th year	Upon completion of 5 th year
100%	100%	100%

Note: The wage progression rates for new promotees, new hires and incumbent Revenue Equipment Supervisors shall be based on the adjusted top rate of pay for each title.

Incumbent Supervisors Currently Serving in the five (5) year wage progression: Dispatcher, Bus Maintenance Supervisor, Supervisor Storeroom Operations, Facilities Supervisor

Promoted or Hired December 28, 2018 Through June 22, 2021	Promoted or Hired on or after June 23, 2021
1 st year	1 st year
88%	86%
2 nd year	2 nd year
90%	88%
3 rd year	3 rd year
90%	90%
4 th year	4 th year
92%	92%
5 th year	5 th year
94%	94%
Upon completion of 5 th year	Upon completion of 5 th year
100%	100%

Note: The wage progression rates for incumbents in the above specified titles shall be based on the current top rate of pay for each title. Upon completion of the 5th year of service, incumbent employees will then receive the adjusted top rate of pay for that title.

(P)